

The Honorable James P. Donohue

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

DAVID L. GARRISON, an individual,

Plaintiff,

v.

MERCHANT & GOULD, P.C., a Minnesota
professional corporation, and

Defendant.

Case No.: C 09-1728 JPD

DECLARATION DAVID L. GARRISON IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PARTIAL SUMMARY JUDGMENT

**NOTED FOR CONSIDERATION:
JANUARY 28, 2011**

ORAL ARGUMENT REQUESTED

1. I, David L Garrison, declare the following facts to be true:

2. Attached hereto as Exhibit 1 is a true and correct copy of the Employment Arrangement.

3. On October 30, 2008, I was hailed into the conference room at Merchant and Gould's
Seattle office. It was at this time that Randy King, Merchant & Gould's managing partner,
terminated my of counsel position. My termination was effective on October 30, 2008.

Merchant & Gould did not provide any written notice prior to the termination.

4. I made numerous promotional expenses on a business credit card with the expectation
that Merchant & Gould would reimburse me from the promotional allowance, as provided under

DECLARATION OF DAVID L. GARRISON
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PARTIAL SUMMARY JUDGMENT - 1
Case No.: CV 09-1728 JPD

BADGLEY ~ MULLINS

LAW GROUP PLLC
Columbia Center
701 Fifth Avenue, Suite 4750
Seattle, Washington 98104
Telephone: (206) 621-6566
Fax: (206) 621-9686

my Employment Arrangement. However, Merchant & Gould failed to reimburse me for all of the expenses I incurred. My unpaid promotional expenses include the following:

Charge	Description of Charge	Amount
Constitution Conference	CLE	\$199.00
UOL Juno Online (SVCS 888-869-5866)		\$9.95
Continental Airlines	Airfare to INTA Meeting	\$271.00
Northwest Airlines (Seattle to MN)	Tickets to MN	\$35.00
The Westin (Minneapolis, MN)	Lodging Before Retreat	\$149.35
Northwest Airlines (MN to Seattle)	Tickets to Seattle	\$15.00
Chili's		\$48.06
AIPLA Internet	Registration AIPLA Annual Convention	\$697.00
Alaska Airlines (Seattle to Washington DC)	Airfare to AIPLA	\$659.00
McCormicks Fish House		\$78.23
Bartell Drugs		\$14.15
ABA Dues, Events, Products	ABA Dues	\$85.00

DECLARATION OF DAVID L. GARRISON
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PARTIAL SUMMARY JUDGMENT - 2
Case No.: CV 09-1728 JPD


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Orbitz.com		\$6.99
OfficeMax, Inc.		71.91
UOL Juno Online		\$9.95
Four Seasons		\$704.27
Marriott		\$14.10
National Airport (DC)	Lunch	\$25.73
Marriott	AIPLA Meeting	\$893.76
The Federal Circuit	BAR Association Dues	\$250.00
		Total: \$4183.45

5. Attached hereto as Exhibit 2 is a true and correct copy of my credit card statements for the above charges.

I am competent to testify to the facts set forth in this declaration and declare under the penalty of perjury of the laws of Washington that the foregoing statements are true and correct.

DATED this 6th day of January, 2011 at Seattle, Washington



David L. Garrison

DECLARATION OF DAVID L. GARRISON
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PARTIAL SUMMARY JUDGMENT - 3
Case No.: CV 09-1728 JPD

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LAW GROUP PLLC
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701 Fifth Avenue, Suite 4750
Seattle, Washington 98104
Telephone: (206) 621-6566
Fax: (206) 621-9686

CERTIFICATE OF SERVICE

I hereby certify that on January 6, 2011, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

Amy H. Pannoni
Davis Wright Tremaine LLP
1201 Third Avenue, Suite 2200
Seattle, WA 98101
Phone: 206-622-3150
Fax: 206-757-7700
Email: amypannoni@dwt.com
Attorney for Defendant

Richard W. Pins
Jonathon T. Naples
Leonard, Street and Deinard
150 South Fifth Street, Suite. 2300
Minneapolis, MN 55402
Phone: 612-335-1500
Fax: 612-335-1657
richard.pins@leonard.com
jonathon.naples@leonard.com
Attorney for Defendant

s/ Duncan C. Turner
Duncan C. Turner, WSBA No. 20597
Badgley~Mullins Law Group PLLC
701 Fifth Avenue, Suite 4750
Seattle, WA 98104
Phone: 206-621-6566
Fax: 206-621-9686
Email: duncanturner@badgleynullins.com
Attorney for Plaintiff

DECLARATION OF DAVID L. GARRISON
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PARTIAL SUMMARY JUDGMENT - 4
Case No.: CV 09-1728 JPD

BADGLEY ~ MULLINS
LAW GROUP PLLC
Columbia Center
701 Fifth Avenue, Suite 4750
Seattle, Washington 98104
Telephone: (206) 621-6566
Fax: (206) 621-9686

EXHIBIT 1

June 22, 2007

Mr. David Garrison
3252 57th SW
Seattle WA, 98116

Re: Employment arrangement

Dear David:

In connection with our discussions concerning your employment arrangement with Merchant & Gould, we have included below our Of Counsel position employment proposal.

The term of this Of Counsel arrangement is one year and will commence on _____ and continue until such time as terminated pursuant to the terms noted below.

DUTIES AND SUPERVISION, BILLING RATE AND FEES

During the term of this Agreement, you agree to devote your best efforts to the practice and affairs of Merchant & Gould and to perform such duties as may from time to time be assigned to you by Merchant & Gould. It is agreed that your services are not unique, and other attorneys may be hired to perform the same or similar services. Any undertaking to perform professional services for third parties shall be made by Merchant & Gould in its name or you as agent for Merchant & Gould. You will not perform professional services similar to those required or provided herein for any other person, firm or corporation either as an employee or an independent contractor without the express consent of the Executive Committee of Merchant & Gould. You shall not enter into any personal service contract, oral or written, wherein a person or agency other than Merchant & Gould has the right to designate you or Merchant & Gould who is to perform the services required thereby. You shall not enter into a contract whatsoever on behalf of Merchant & Gould, except as expressly authorized by the Executive Committee. You may perform the duties of any

Mr. David Garrison
June 22, 2007
Page 2

public office or professional association or Board office, with the express consent of the Executive Committee of Merchant & Gould.

You shall be subject to the supervision and direction of the Executive Committee as to all matters relating to the performance of your service as an attorney, including (but not limited to) the following:

- A. Decisions of the type of cases that shall be handled by Merchant & Gould and you.
- B. Work schedules and standards.
- C. Standards for use in billing for services rendered and submission of bills.
- D. Determination of requirements for office space and necessary nonprofessional staff and facilities.
- E. Supervision of accounts, records and confidential records of clients.

You agree to comply with the general standards and policies of Merchant & Gould in every respect.

Your billing rate for any billing year shall be set by the Merchant & Gould in an amount and manner consistent with that which Merchant & Gould uses to set billing rates for its attorneys for such billing year. Except as from time to time determined by the Merchant & Gould's Board of Directors, all fees or funds resulting from or received by Merchant & Gould or you as payment for the performance of professional services or professional activities of any type by you shall accrue and belong to Merchant & Gould, and shall be subject to the control and management of the Board of Directors and shareholders of Merchant & Gould.

COMPENSATION

Effective as of the date of this agreement, you shall be compensated based upon actual billed hours by you on or after the effective date of this agreement. Actual billed hours means hours recorded by you and billed to Merchant & Gould's clients **and actually invoiced** to clients. Time recorded by you shall not be treated as an actual billing unless and until invoiced to clients. Client discounts and contingent fees are not considered hours billed and invoiced to the client and therefore you will not be compensated for those hours.

Mr. David Garrison
June 22, 2007
Page 3

To determine your compensation, the total hours actually billed by you for Merchant & Gould will be multiplied by an hourly rate equivalent to 40% of the rate your hours were billed at (e.g., if your billing rate is equal to \$375/hour, you would be compensated at a rate of \$150/hour for each "billed" hour). Hours billed in excess of 1,600 for each billing year (October 1 to September 30) shall be excluded from this compensation arrangement and be considered for bonus purposes at the discretion of the Executive Committee.

While employed by Merchant & Gould, you will receive a compensation draw, payable in bi-monthly installments, equal to 50 hours per pay period. Merchant & Gould will adjust the draw at the end of each calendar quarter based on the actual hours billed during the previous quarter. At the end of each calendar quarter, a reconciliation of hours billed vs. draws paid will take place and any difference will be adjusted for in the first draw check of the subsequent quarter. If your draws for a quarter exceed your actual earned compensation for the quarter, Merchant & Gould will recover such excess by reducing the subsequent draw. If your draws for a quarter are less than your actual earned compensation for the quarter, Merchant & Gould will reimburse such difference by increasing the subsequent draw.

Should either party terminate this arrangement, you will be compensated for any hours billed to clients subsequent to your termination.

BENEFITS

Effective as of the date of this agreement, you shall be entitled to participate in Merchant & Gould's benefit plans currently being offered for which you are eligible under the terms of any applicable benefit plan documents. Except where required by the terms of the applicable plan documents, your benefits shall not be reduced or eliminated by reason of a reduced performance goal. You recognize and acknowledge that the terms of the applicable plan documents for certain benefits (e.g., life and disability insurance) may require that your benefits be reduced or eliminated by reason of this reduced work activity. Where permitted by the terms of any applicable plan documents, your eligibility for benefits shall be determined by combining both your billed time and non-billed time expended in accordance with firm policies.

You will receive parking benefits consistent with income partners at Merchant & Gould.

You shall be entitled to a promotional allowance in the amount of \$15,000 annually.

Mr. David Garrison
June 22, 2007
Page 4

Merchant & Gould shall carry and pay the premiums on malpractice indemnity insurance providing coverage and protection for both Merchant & Gould and you with limits as shall from time to time be prescribed by Merchant & Gould's Board of Directors.

TERMINATION OF EMPLOYMENT

Notwithstanding any contrary provisions hereinabove contained, effective date of this agreement, your employment shall or may be terminated as specified in the following provisions:

- A. By mutual written consent of you and Merchant & Gould;
- B. Upon your death;
- C. Either party shall have the right to terminate this employment arrangement for any reason upon two weeks written notice;
- D. This contract is automatically renewable from year to year unless terminated pursuant to the terms above.

You do not waive or release any rights that you may have under any applicable federal, state or local laws governing or related to termination of employment. For a reasonable period of time prior to and following the termination of your employment, you will cooperate with Merchant & Gould in an orderly transfer of client matters and client responsibility from you to other attorneys of Merchant & Gould.

In the event of the termination of employment for any reason other than death or retirement from the active practice of law, all files and records relating to clients shall remain in the custody and control of Merchant & Gould until you and Merchant & Gould agree on their disposition. If Merchant & Gould and you are unable to agree on the proper disposition of any record or file, such record or file shall be delivered in accordance with written instructions given to Merchant & Gould by the client to whom it pertains. With respect to any files delivered to you in accordance with such written instructions given by the client, Merchant & Gould shall have the right to retain copies of such documents contained therein as it deems desirable. In the event of termination of your employment by death, total disability or retirement from the active practice of law, all files and records shall remain the property of Merchant & Gould.

Mr. David Garrison
June 22, 2007
Page 5

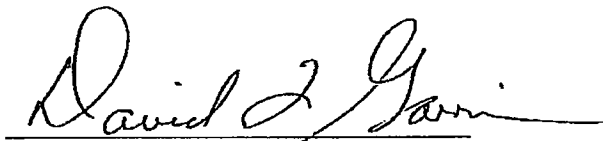
CONFIDENTIALITY

You agree that this arrangement is confidential and none of the provision of this arrangement should be discussed with anyone else other than a designated representative of the firm.

Based on our conversations, we believe that this arrangement represents a good use of your talents and skills within Merchant & Gould. Please review this letter and call me with your comments.

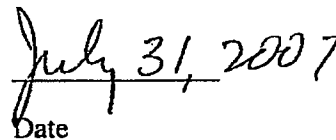
Sincerely,

D. Randall King
CEO and Managing Director

A handwritten signature in cursive script that reads "David L. Garrison". The signature is written in dark ink and is positioned above a horizontal line.

Agreed to By

David Garrison

A handwritten date in cursive script that reads "July 31, 2007". The date is written in dark ink and is positioned above a horizontal line.

Date

EXHIBIT 2

Business Gold Card**OPEN** SM

21,313
Membership Rewards®
Points Available
 at 08/31/08, when charges due are paid in full and all accounts are in good standing.

Prepared For
DAVID GARRISON
GARRISON & ASSOCS

Account Number

Closing Date
 10/01/08

Page 1 of 6

Previous Balance \$	Payment Activity \$	New Activity \$ Inc. Adjustments	New Balance \$
819.52	-73.61	+1,921.74	2,667.65

PO 10/2
 745.91

Please Pay By
10/16/08

Amount Due
Includes:
 Past due amount
 \$677.91

Please refer to page 3
 for important information
 regarding your account

Your account is past due. Please pay the past due amount immediately. Future late payments may result in an increase in your APR on your Flexible Payment Account. Pay your bill online anytime, anywhere at www.open.com/paybill.

To manage your Account online or to pay your bill, please visit us at open.americanexpress.com. For additional contact information, please see the reverse side of this page.

MEMBERSHIP
rewards

Because your payment was received late, you may have forfeited Membership Rewards® points. Please visit our website at americanexpress.com/rewards or call 1-800-AXP-EARN (297-3276) for more information or to reinstate points. There is a \$29.00 fee for each month of points you want to reinstate.

Activity * Indicates posting date			Amount \$
09/02/08*	PAYMENT RECEIVED - THANK YOU		-73.61
Due in Full Activity for DAVID GARRISON			Amount \$
08/28/08	TRAVEL AGENCY SERVICE BOULDER CO TKT# 8908136481158		68.00 Credit
09/03/08	CONSTITUTION CONFERENCE MALVERN PA 800-859-8676	PA	199.00
09/07/08	UOL JUNO ONLINE SVCS 888-839-5866 INTERNET SVC	CA	9.95

CLE course

↓ Please fold on the perforation below, detach and return with your payment ↓

Do not staple or use paper clips

Payment Coupon

Account Number



DAVID GARRISON
 GARRISON & ASSOCS
 PO BOX 16100
 SEATTLE WA 98116-0100

Mail Payment to:

AMERICAN EXPRESS
 P.O. BOX 650448
 DALLAS TX 75265-0448

Please Pay By:
10/16/08

Amount Due
\$2,667.65

Continued on Page 3

To Pay by Computer, visit
open.com/pbc

To Pay by Phone, call
 1-800-472-9297.

Enter account number on
 all documents.

Make check payable to
 American Express.

See Finance Charges
 section on reverse side for
 a description of when
 additional Finance
 Charges are not assessed
 on Features.

10882 R07YAA08 03416 0010Z. (234)

GARRISON 00391

Business Gold Card**OPEN** SM

22,804
Membership Rewards®
Points Available
 at 09/09/08, when charges due are paid in full and all accounts are in good standing.

Prepared For
DAVID GARRISON
GARRISON & ASSOCS

Account Number

Closing Date
11/02/08

Page 1 of 6

Previous Balance \$	Payment Activity \$	New Activity \$ Inc. Adjustments	New Balance \$
2,667.65	-745.91	+2,414.08	4,335.82

Please Pay By
11/17/08

Amount Due
Includes:
 Past due amount
\$1,921.74

Please refer to page 3
 for important information
 regarding your account

See Page 6 For A Notice Of Changes To Your Agreement

Your account is past due. Please pay the past due amount immediately. Future late payments may result in an increase in your APR on your Flexible Payment Account. Pay your bill online anytime, anywhere at www.open.com/paybill.

To manage your Account online or to pay your bill, please visit us at open.americanexpress.com. For additional contact information, please see the reverse side of this page.

MEMBERSHIP
rewards

Because your payment was received late, you may have forfeited Membership Rewards® points. Please visit our website at americanexpress.com/rewards or call 1-800-AXP-EARN (297-3276) for more information or to reinstate points. There is a \$29.00 fee for each month of points you want to reinstate.

Activity	* Indicates posting date	** Foreign Currency conversion rate is base rate plus 2%. See page 2 for details.	Amount \$
10/05/08*	PAYMENT RECEIVED THANK YOU		-745.91
Due in Full Activity for DAVID GARRISON			
Card		Foreign Spending	Amount \$

10/03/08 CONTINENTAL AIRLINES MANKATO MN 271.00
 CONTINENTAL AIRLINES
 From: SEATTLE WA To: HOUSTON TX IAH
 FORT LAUDERDALE FL
 HOUSTON TX IAH
 SEATTLE WA
 Ticket Number: 00571733481642
 Passenger Name: GARRISON/DAVID
 Document Type: PASSENGER TICKET
 Carrier: CO Class: LR
 CO Class: LR
 CO Class: SO
 CO Class: SO
 Date of Departure: 11/12

See form for IN 7 A meeting

↓ Please fold on the perforation below, detach and return with your payment ↓

Do not staple or use paper clips

Payment Coupon

Account Number

Please Pay By:
11/17/08

Continued on Page 3

To Pay by Computer, visit
open.com/pbc.

To Pay by Phone, call
 1-800-472-9297.

Enter account number on
 all documents.

Make check payable to
 American Express.

See Finance Charges
 section on reverse side for
 a description of when
 additional Finance
 Charges are not assessed
 on Features.

Amount Due
\$4,335.82

Mail Payment to:

AMERICAN EXPRESS
 P.O. BOX 650448
 DALLAS TX 75265-0448

10678 RICHMOND 03905 00102. (2)

GARRISON 00392



Prepared For
DAVID GARRISON
GARRISON & ASSOCS

Account Number

Closing Date

10/01/08

Page 3 of 6

Due in Full continued

Amount \$

→ 09/10/08	NORTHWEST AIRLINES MINNEAPOLIS MN NORTHWEST AIRLINES From: SEATTLE WA To: MINNEAPOLIS MN NOT AVAILABLE Ticket Number: 01202628566920 Passenger Name: GARRISON/D Document Type: PASSENGER TICKET	Carrier: NW Date of Departure: 09/11	35.00	←
→ 09/11/08	THE WESTIN MINNEAPOLIS MINNEAPOLIS MN 612-333-4006		149.35	←
→ 09/14/08	NORTHWEST AIRLINES ST. PAUL MN NORTHWEST AIRLINES From: MINNEAPOLIS MN To: SEATTLE WA NOT AVAILABLE Ticket Number: 01226049504843 Passenger Name: GARRISON/D Document Type: PASSENGER TICKET	Carrier: NW Date of Departure: 01/01	15.00	←
→ 09/14/08	CHILI'S - M MS350724ST. PAUL MN 612-7265360 FOOD	48.06	48.06	←
→ 09/23/08	AIPLA INTERNET AIPLAARLINGTON VA 703-415-0780		697.00	←
09/24/08	ALASKA AIRLINES WEB-ALASKAAIRWA ALASKA AIRLINES From: SEATTLE WA To: WASHINGTON NAT'L D SEATTLE WA Ticket Number: 02721260810483 Passenger Name: GARRISON, DAVID Document Type: PASSENGER TICKET	Carrier: AS Class: L2 AS L2	659.00	←
09/26/08	MCCORMICKS FISH HSE/SEATTLE WA 2066823900 FOOD/BEVERAGE TIP	68.23 10.00	78.23	
09/29/08	BARTELL DRUGS #61 00SEATTLE WA 2066242211		14.15	
→ 10/01/08	ABA,DUES,EVENTS,PRODCHICAGO IL 8002852221 Description PROFESSIONAL S		85.00	←

Total Due in Full Activity**1,921.74****Important Notice****Information on Flexible Payment Features**

You may have access to one or more Flexible Payment Features as part of your Card account. The current Annual Percentage Rates (APRs) and Daily Periodic Rates (DPRs) for the Flexible Payment Features are as follows:

Please refer to page 2 for further important information regarding your account

10863 R07YJ05 03416

GARRISON 00393

Prepared For
DAVID GARRISON
GARRISON & ASSOCS

Account Number

Closing Date

11/02/08

Page 3 of 6

Due in Full continued				** Foreign Currency conversion rate is base rate plus 2%. See page 2 for details.	Foreign Spending	Amount \$
10/03/08	ORBITZ.COM CHICAGO IL					6.99
	ORB*AP130101DBV3XBP8					
	ROC No. 109527723					
10/04/08	OFFICEMAX, INC. 0470SEATTLE WA					71.91
	OFFICE SUPPLIES 98134					
10/07/08	UOL JUNO ONLINE SVCS888-839-5866 CA					9.95
	INTERNET SVC					
10/13/08	FOUR SEASON PUNTA MITA				8,741.04	704.27
	Goods/Services				**Mexican Pesos	
10/14/08	MCCORMICKS FISH HSE/SEATTLE WA					66.37
	2046823900					
	FOOD/BEVERAGE	141.37				
	TIP	25.00				
10/24/08	MARRIOTT 337W0WARDMNWASHINGTON DC					14.10
	Arrival Date	Departure Date				
	10/24/08	10/24/08				
	00000000					
10/25/08	NATIONAL AIRPORT GRIWASHINGTON DC					25.73
	7034171626					
	Description					
	FOOD/BEVERAGE					
10/26/08	MARRIOTT 337W0WARDMNWASHINGTON DC					893.76
	Arrival Date	Departure Date				
	10/22/08	10/25/08				
	00000000					
10/27/08	THE FEDERAL CIRCUIT WASHINGTON DC					250.00
	202-558-2406					
Total Due in Full Activity						2,414.08

Important Notice

Information on Flexible Payment Features

You may have access to one or more Flexible Payment Features as part of your Card account. The current Annual Percentage Rates (APRs) and Daily Periodic Rates (DPRs) for the Flexible Payment Features are as follows:

Please refer to page 2
for further important
information regarding
your account

Handwritten:
~~3310.02~~
3143.55